

## ATTACHMENT II

### THE STATE OF TENNESSEE VOLUNTARY BUYOUT PROGRAM GROUP WAIVER AND GENERAL RELEASE AGREEMENT

1. Separation From Employment. I understand that my last day of employment (sometimes hereinafter my “Voluntary Separation Date”) shall be \_\_\_\_\_. I acknowledge and agree that I have decided to voluntarily separate my employment with the State of Tennessee, having made that decision myself of my own free will, and after having had a reasonable period of time to make that decision and consider the consequences thereof, including but not limited to those set forth below.

2. General Release. In consideration for the separation pay and other benefits to be provided to me under the terms of **THE STATE OF TENNESSEE VOLUNTARY BUYOUT PROGRAM (“VBP”)**, as specified in the VBP notification letter, which I received along with this Group Waiver and General Release Agreement (“Agreement”), I, on behalf of myself and my heirs, executors, administrators, attorneys and assigns, hereby waive, release and forever discharge the State of Tennessee, its entities, including but not limited to agencies, departments, boards, commissions, commissioners, elected and non-elected officials, divisions, affiliates, directors, agents, attorneys, employees, employee benefit plans, insurers, assignees, fiduciaries, administrators, trustees, and legal representatives, both past and present (collectively, the “State”) from any and all known or unknown actions, causes of action, claims or liabilities of any kind which have been or could be asserted against the State arising out of or related to my employment with and/or separation from employment with the State and/or any other occurrence up to and including the date on which I sign this Agreement, including but not limited to:

- (a) any and all claims, actions, causes of action or liabilities arising under the Constitution of the United States of America, the Constitution of the State of Tennessee, the Reconstruction Era Civil Rights Act (42 U.S.C. §§ 1981-1988), Title VII of the Civil Rights Act, as amended, the Age Discrimination in Employment Act, as amended (“ADEA”), the Rehabilitation Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, the National Labor Relations Act, as amended, the Worker Adjustment and Retraining Notification Act, and/or any other federal, state, municipal, or local employment-related statutes or ordinances (including, but not limited to, discrimination claims based on age, sex, attainment of benefit plan rights, race, ethnicity, religion, national origin, marital status, sexual orientation, ancestry, harassment, parental status, handicap, disability, retaliation, and veteran status); and/or
- (b) claims, actions, causes of action or liabilities arising under any other federal, state, municipal or local statute, law, ordinance or regulation, including but not limited to Title 8 of the Tennessee Code, the Tennessee Human Rights Act, as amended (Tenn. Code Ann. § 4-21-401 et seq.), and the Tennessee Family Leave Act (Tenn. Code Ann. § 4-21-408); and/or

- (c) any claim that I might have for unemployment compensation through the Tennessee Department of Labor and Workforce Development arising out of my separation from State employment; and/or
- (d) any other claim or grievance whatsoever, including but not limited to claims for severance pay, claims based upon breach of contract, claims for attorney's fees, wrongful termination, promissory estoppel, defamation, intentional infliction of emotional distress, tort, personal injury, invasion of privacy, violation of public policy, negligence and/or any other common law, statutory or other claim or grievance whatsoever arising out of or relating to my employment with and/or separation from employment with the State.

Notwithstanding the above General Release of all claims, I am **not** waiving or releasing: (i) claims for workers' compensation; (ii) claims for medical conditions caused by exposure to hazards during my employment of which I was not aware before or at the time I signed this Agreement; (iii) claims arising after the date on which I sign this Agreement; (iv) claims for vested or accrued benefits under a State employee benefit plan; or (v) my rights to file a charge with the U.S. Equal Employment Opportunity Commission ("EEOC") or any other federal or state fair employment practices agency and to participate in an agency investigation. I am, however, waiving all rights to recover money or other individual relief in connection with any charge filed by myself, EEOC, or any other person or entity.

3. **RELEASE OF ALL CLAIMS.** I UNDERSTAND AND AGREE THAT, OTHER THAN THE EXEMPTED CLAIMS AND CLAIMS THAT CANNOT BE WAIVED BY LAW, I AM WAIVING AND RELEASING ANY AND ALL CLAIMS AGAINST THE STATE (INCLUDING BUT NOT LIMITED TO CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT) UP TO THE DATE OF THIS AGREEMENT, IN EXCHANGE FOR CONSIDERATION TO WHICH I AM NOT OTHERWISE ENTITLED.

4. **Consideration.** I specifically acknowledge and agree that the benefits payable to me under the VBP exceed any amounts otherwise due to me upon my voluntary separation from employment with the State.

5. **No Re-employment or Other Work.** I also agree, for a period of two (2) years from my Voluntary Separation Date, not to seek or accept employment or other work in any capacity (for example, as an employee, independent contractor, or consultant) with any executive branch entity that participated in the VBP, and further agree that no such executive branch entity will be under any obligation to employ me or re-employ me or to consider me for employment or re-employment during that period. This prohibition may only be waived in writing by the Commissioner of Human Resources, the Commissioner of Finance and Administration, and the Appointing Authority of the executive branch entity with which I may commence such employment or other work, all of whose signatures are required before any such employment can commence.

6. **Time Period and Other Information.** I acknowledge that I have been given at least forty-five (45) days to consider this Agreement before signing. **I further acknowledge that I have**

**been advised in writing by this Agreement to consult with an attorney before signing this Agreement**, to help ensure that I fully understand the significance of all terms and conditions of this Agreement. I also acknowledge that I received, as Exhibit A to this Agreement, a listing of the ages and job titles of employees in my organizational unit who are eligible to participate in the VBP, plus the ages and job titles of those not eligible to participate.

7. Return of State Property. On or before my Voluntary Separation Date, I must return to my immediate supervisor all State property in my possession or control, whether at work or elsewhere, including but not limited to cell phone, laptop computer, pda/Blackberry, identification badge, credit cards, calling cards, parking tag, State documents or recordings, and any other property of the State of Tennessee.

8. Employee Acknowledgements. I also acknowledge and agree that I: (i) have been paid for all hours worked, including overtime, up through the last pay period for which I was paid before signing this Agreement; and (ii) have not suffered any on-the-job injury for which I have not already filed a claim.

9. Non-Disclosure. I agree to keep and maintain the confidentiality of any and all information that I acquired during my employment with the State that is treated as confidential and nondiscloseable under state or federal law.

10. Cooperation With Counsel. I agree to cooperate with the State and its legal counsel in connection with any current or future investigation or litigation relating to any matter in which I was involved or of which I have knowledge, or which occurred during my employment with the State. Such assistance shall include, but not be limited to depositions and testimony, and shall continue until such matters are resolved. However, nothing in this section 10 is intended to waive or limit rights that are excluded from the General Release, which rights are detailed in the last paragraph of section 2 above.

11. Enforceability. If any provision of this Agreement is deemed invalid or unenforceable for any reason by a court or other tribunal of competent jurisdiction, it shall not be stricken in its entirety or held void or unenforceable, but rather shall be deemed modified to make it enforceable to the maximum extent legally permissible, and the Agreement's remaining provisions shall continue in full force and effect.

12. Revocation. I understand that I may revoke this Agreement within seven (7) days after signing and that any revocation must be made in writing and received within those seven (7) days by United States mail addressed to VBP Administrator, Department of Human Resources, James K. Polk Building, 1<sup>st</sup> Floor, 505 Deaderick Street, Nashville, TN 37243-0635, or by facsimile transmission to 615-741-7880, or by email to VBP.Administrator@state.tn.us. I further understand that if I revoke this Agreement, then: (i) I shall not receive the VBP Benefits, and (ii) I shall nonetheless separate from employment with the State of Tennessee as of my Voluntary Separation Date.

13. Final Acknowledgments. I further acknowledge and agree that: (i) I have carefully read and fully understand this Agreement in its entirety; (ii) I have been advised to consult an attorney before signing this Agreement and have had sufficient opportunity to do so; (iii) no other

promises or inducements have been made to induce me to enter into this Agreement; (iv) this Agreement, including the terms of the VBP, is the entire agreement regarding the terms of my separation from employment with the State; and (v) no other promises or agreements shall be binding unless reduced to writing and signed by the parties. I also acknowledge and agree that I have knowingly and voluntarily entered into this Agreement by signing below.

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(Name - Please Print)

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(Signature)

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(Date)